

UNITED STATES
RAILWAY LEASING COMPANY

2200 EAST DEVON AVENUE • DES PLAINES, ILLINOIS 60018 • (312) 297-3200

February 28, 1977

RECORDATION NO. 8741

7-0694012

MAR 10 1977

date
fee \$ 50

Secretary,
Interstate Commerce Commission
Office of the Secretary
Washington, D.C. 20423

MAR 10 1977 - 9 50 AM

ICC Washington, D. C.

Re: **INTERSTATE COMMERCE COMMISSION**
Lease entered into the 4th day of February, 1977,
between United States Railway Leasing Company and
the Illinois Central Gulf Railroad Co.

Madame:

Pursuant to Section 20(c) of the Interstate Commerce Act and to the Commission's Rules and Regulations thereunder, as amended, we are enclosing for filing and recording five (5) fully executed Counterparts of the above mentioned lease:

Lessor
United States Railway Leasing Company
2200 East Devon Avenue
Des Plaines, Illinois 60018

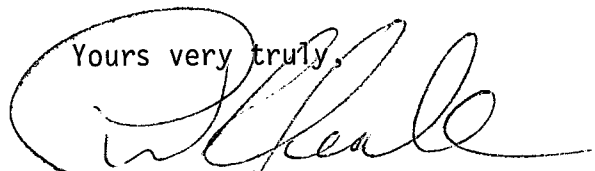
Lessee
Illinois Central Gulf Railroad Co.
233 North Michigan Avenue
Chicago, Illinois 60601
Att'n: Treasurer

The equipment covered by the enclosed documents consists of Ninety-eight (98) RBL Box Cars, 52 foot 5 inch, 70-ton, and bearing the following reporting numbers and marks: LNAC 5000 - 5099, except LNAC 5033 and LNAC 5090.

The above equipment will be lettered United States Railway Leasing Co., USLX, or in some other appropriate manner, and will also be marked, "Property of United States Railway Leasing Co., Owner and Lessor."

Also enclosed is the Lessor's check in the amount of \$50, representing the recording fee as required by Section 57.3 of the Rules and Regulations. Upon recordation, kindly return the originals to the undersigned at the letterhead address.

Yours very truly,



Paul R. Leak
Vice President & Controller

PRL:mez

Enclosures - 5 leases and check

cc: Information Center

R. E. Bell (Lot 1481)

RECEIVED
COMMERCIAL SERVICE
MAR 10 1977

RECEIVED
MAR 10 1977
ADMINISTRATIVE SERVICES
MAIL BRANCH
FEE COLLECTION BR.
MAR 10 9 46 AM '77

Interstate Commerce Commission
Washington, D.C. 20423

3/11/77

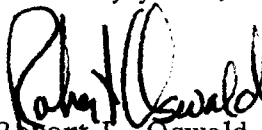
OFFICE OF THE SECRETARY

Paul R. Leak
U.S. RYW. Leasing Co.
2200 East Devon Ave.
Des Plaines, Illinois 60018

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **3/10/77** at **9:50am** , and assigned recordation number(s) **8741**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

1481

LEASE

AGREEMENT made and entered into this 4 day of February, 19 77,
between

UNITED STATES RAILWAY LEASING COMPANY
an Illinois corporation (hereinafter called "United") and

ILLINOIS CENTRAL GULF RAILROAD CO.

MAR 10 1977 -9 50 AM

(hereinafter called "Lessee")

INTERSTATE COMMERCE COMMISSION

RECITALS

Lessee desires to lease from United as Lessor certain railroad cars, hereinafter specifically designated, all upon the rentals, terms and conditions set forth in this Lease.

AGREEMENT

It is Agreed:

1. *Lease of Cars.* United agrees to lease to Lessee and Lessee agrees to and does hereby lease from United the Cars (the term "Cars" and other terms used herein are defined in Paragraph 28 hereof). The Cars covered by this Lease are those which shall be delivered to and accepted by Lessee pursuant to Paragraphs 2 and 3 hereof. The lease shall become effective as to any Car immediately upon its acceptance pursuant to Paragraph 3.

2. *Delivery of Cars.* United shall deliver the Cars as promptly as is reasonably possible. United's obligations with respect to delivery of all or any of the Cars are hereby made expressly subject to, and United shall not be responsible for, failure to deliver or delays in delivering Cars due to labor difficulties, fire, delays and defaults of carriers and material suppliers or Car manufacturers, acts of God, governmental acts, regulations and restrictions or any other causes, casualties or contingencies beyond United's control; provided, however, that in no event shall Lessee be obligated to accept delivery of Cars after August 31, 1977

Initial delivery shall be f.o.t. _____

From and after acceptance of a Car, Lessee shall be liable for, and shall pay or reimburse United for the payment of, all costs, charges and expenses of any kind whatsoever on account of or relating to switching, demurrage, detention, storage, transportation or movement of a Car, including specifically, but not exclusively, freight and switching charges for movement at any time and from time to time to and from any repair shops, storage or terminal facilities.

3. *Condition of Cars - Acceptance.* All Cars delivered hereunder shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall otherwise comply with the description and/or specifications contained in Exhibit A; but Lessee shall be solely responsible for determining that Cars are in proper condition for loading and shipment. Within five (5) days after United shall give Lessee notice that some or all Cars are ready for initial delivery, Lessee may have its authorized representative inspect such Cars at (the point of delivery) (the manufacturer's plant)* and accept or reject them as to condition. Cars so inspected and accepted and any Cars which Lessee does not elect to inspect shall upon delivery thereof to Lessee as above provided be conclusively deemed to be accepted and subject to this Lease and to meet all requirements of this Lease. Lessee shall issue and deliver to United with respect to all Cars accepted, a Certificate of Inspection and Acceptance in the form of Exhibit B.

*Strike inapplicable material in Paragraph 3.

4. *Use and Possession.* Throughout the continuance of this Lease so long as Lessee is not in default hereunder, Lessee shall be entitled to possession of each Car from the date the Lease becomes effective as to such Car and shall use such Car (a) on its own property or lines; or (b) upon the lines of any railroad or other person, firm or corporation in the usual interchange of traffic; provided, however, that Lessee agrees that the Cars shall at all times be used (i) in conformity with Interchange Rules; (ii) in compliance with the terms and provisions of this Lease; (iii) in a careful and prudent manner, solely in the use, service and manner for which they were designed; (iv) only within the continental limits of the United States of America or in Canada; and (v) in such service as will not constitute a "unit train"

except as same results from interchange practices beyond Lessee's control.

5. *Term.* This Lease shall be for a term which shall commence on the date hereof set forth above, and shall terminate five (5) years from the date hereof, subject to the condition described in Exhibit A, unless sooner terminated in accordance with the provisions of this Lease or unless extended pursuant to written agreement of the parties.

6. *Rental.* During the term of this Lease, Lessee shall pay to United for each Car, commencing on the 1 a rental of \$ 295.00 per Car per month effective date hereof

7. *Payment.* Lessee shall make payment of all sums due hereunder to United in Chicago funds at the address provided in Paragraph 21 hereof, or such other place as United may direct. Rental payments shall be made monthly in advance on or before the first day of each month for which such rental is due, except that the first full month's payment shall include rental covering any prior period of less than one month.

8. *Title.* Lessee shall not by reason of this Lease or any action taken hereunder acquire or have any right or title in the Cars except the rights herein expressly granted to it as Lessee.

except for repairs caused by acts or omissions of United.

9. *Repairs.* Lessee shall perform or cause to be performed and shall pay all costs and expenses of, all Repair Work without any abatement in rent or other loss, cost or expense to United. Any parts, replacements or additions made to any Car by Lessee hereunder shall not be an accession and Lessee shall have the right to remove any of them and retain title thereto provided that Lessee returns the Cars in a condition required by

10. *Substitution of Cars.* United may, at any time and from time to time, replace any Casualty Cars with Replacement Cars and such Replacement Cars shall be deemed to be subject to all terms and conditions of this Lease as if the same had been originally delivered to Lessee at the time and in the place of Cars for which they are substituted. The parties shall execute amendments to this Lease and such other or further documents as may be required by either party hereto to evidence the withdrawal from and termination of this Lease with respect to Casualty Cars, or to include any Replacement Cars within the terms and provisions of this Lease and of any other document under which United has assigned its rights hereunder, as permitted in Paragraph 19 hereof.

Subject to Lessee's written consent in each instance

Except as provided herein
11. *No Abatement of Rent.* Rental payments on any Car shall not abate if such Car is out of service for Repair Work for any reason whatsoever.

As between Lessee and United,
12. *Taxes.* Lessee shall be liable for and pay or reimburse United for payment of all Federal, State or other governmental charges or taxes assessed or levied against the Cars, as follows: (i) all Federal, State or local use taxes imposed upon or in connection with the Cars, this Lease, or use of the Cars for or under this Lease; (ii) all taxes, duties or imposts assessed or levied on the Cars or this Lease by a foreign country and/or any governmental subdivision thereof; and (iii) all taxes or governmental charges assessed or levied upon its interest as Lessee of Cars. If any levy or assessment is made against United or which United shall pay on account of any of the foregoing matters or on account of its ownership of the Cars, exclusive, however, of any taxes on the rentals hereunder or the net income of United therefrom (except any

such tax on rentals which is in substitution for, or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as hereinbefore provided), Lessee will promptly pay or reimburse United for same; but the Lessee shall not be required to pay the same so long as it shall in good faith and by appropriate legal or administrative proceedings contest the validity or amount thereof unless thereby, the rights or interest of United in and to the Cars will be materially endangered. In the event any tax reports are required to be made on the basis of individual Cars, the Lessee will either make such reports in such manner as to show the ownership of such Cars by United or will notify United of such requirements and will make such report in such manner as shall be satisfactory to United.

13. *Liens.* Lessee shall keep the Cars free from any and all encumbrances or liens in favor of anyone claiming by, through or under Lessee which may be a cloud upon or otherwise affect United's title, including but not limited to liens or encumbrances which arise out of any suit involving Lessee, or any act, omission or failure of Lessee or Lessee's failure to comply with the provisions of this Lease, and Lessee shall promptly discharge any such lien, encumbrance or legal process. The foregoing does not preclude the lien of Lessee's general mortgages to the extent such lien is

14. *Indemnities - Patent Covenants.* Lessee agrees to indemnify United and hold it harmless applicable from any loss, expense or liability which United may suffer or incur from any charge, claim, to Lessee's proceeding, suit or other event which in any manner or from any cause arises in connection with the leasehold use, possession or operation of a Car while subject to this Lease, and without regard as to how such interest. charge, claim, proceeding suit or other event arose, including without limiting the generality of the foregoing, whether it arises from latent or other defects which may or may not have been discoverable by United. United agrees to indemnify Lessee and save it harmless against any charge, loss, claim, suit, expense or liability arising out of or on account of the use or incorporation by United upon delivery of a Car or upon the making of repairs thereto by United, of any invention or the infringement of any patents, except if such invention was used or incorporated by reason of Lessee's specifications.

Lessee's indemnity shall not eliminate any rights which Lessee may have under any manufacturer's warranty assigned to it pursuant to Paragraph 22. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

15. *Lettering - Inventory.* At United's election all cars may be marked with United's name designating it as owner or Lessor and may bear the following inscription: "Title to this car subject to documents recorded under Section 20c of Interstate Commerce Act". Except for renewal and maintenance of the aforesaid lettering or lettering showing the interest of the Lessee, no lettering or marking shall be placed upon any of the Cars by Lessee except upon the written direction or consent of United. United may at its own cost and expense inspect the Cars from time to time wherever they may be, and Lessee shall, upon request of United, but no more than once every year, furnish to United its certified inventory of all Cars then covered by this Lease.

16. *Loss, Theft or Destruction of Cars.* In the event any Car is lost, stolen, destroyed or damaged beyond economic repair, Lessee shall, by notice, promptly and fully advise United of such occurrence. Except where United shall have received payment for such Casualty Car from a handling railroad or other party under and pursuant to Interchange Rules, Lessee shall, within 45 days after demand by United, promptly make payment to United in the same amount as is prescribed in the Interchange Rules for the loss of such Car. This Lease shall continue in full force and effect with respect to any Casualty Car irrespective of the cause, place or extent of any casualty occurrence, the risk of which shall be borne by Lessee; provided, however, that this Lease shall terminate with respect to a Casualty Car on the date United shall receive all amounts due it on account of such Car under this Paragraph 16 and Lessee shall have no further liability to United hereunder except for accrued rent and as such arises or exists under Paragraphs 12, 13 and 14 hereof.

Upon such payment, title to the Casualty Car will pass to Lessee free from any lien or encumbrance.

any supplier of a component of the cars or

Lessee is responsible for the indemnity shall in no event inure to the benefit of the manufacturer of the Cars and shall not constitute a waiver or release of any liability of the manufacturer of the Cars

, but at the risk of United except
~~while on Lessee's lines,~~

17. *Return of Cars.* Upon the expiration or upon the termination of this Lease with respect to any Car (other than pursuant to Paragraph 16 hereof), Lessee shall at its sole cost and expense forthwith surrender possession of such Car to United by delivering same to United as such car shop, storage or terminal facility as it may designate, by notice to Lessee. Each Car so surrendered shall be in the same or as good condition, working order and repair as when delivered to Lessee, wear and tear from ordinary use and the passage of time excepted, and shall be in need of no Repair Work. Until the delivery of possession to United pursuant to this Paragraph 17, Lessee shall continue to be liable for and shall pay rental at the rate being paid immediately prior to termination or expiration, and Lessee shall in addition make all other payments and keep all obligations and undertakings required of Lessee under any and all provisions of this Lease as though such termination or expiration had not occurred. If United shall so request by notice delivered prior to surrender of possession of such Car as above provided, Lessee shall provide suitable storage for such Car for a period of ninety (90) days from the date of expiration or termination and inform United of the place of storage and the reporting number of the Car there stored. Delivery in storage shall constitute delivery of possession for the purpose of this Paragraph 17 and such storage shall be at the risk of United. Upon termination of the storage period or upon request of United prior thereto, Lessee shall cause the Car to be transported to United as above provided.

within the
continental
United States

18. *Default.* If Lessee shall fail to make any payment required hereunder within 20 days after same shall have become due or shall default or fail for a period of 20 days in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part hereunder, or if a proceeding shall have been commenced by or against Lessee under any bankruptcy laws, Federal or State, or for the appointment of a receiver, assignee or trustee of Lessee or its property, or if Lessee shall make a general assignment for the benefit of creditors, then and in any of said events United may:

(a) proceed by appropriate court action either at law or in equity for specific performance by the Lessee of the applicable covenants of this Lease or to recover from Lessee all damages, including specifically but not exclusively, expenses and attorneys' fees which United may sustain by reason of Lessee's default or on account of United's enforcement of its remedies hereunder;

(b) declare this Lease terminated and require Lessee to deliver any or all such cars to United at such places as it may designate or take possession itself of any or all the cars wherever same may be found. In the event any cars are delivered to United or United takes possession thereof, United shall use reasonable efforts to relet the same to others upon a reasonable rental and such other terms as it may see fit. The proceeds of any such reletting shall first be applied to the expenses (including reasonable attorney's fees) of retaking and reletting of the cars and delivery to the new Lessee. Lessee shall be responsible for the amount which rental for the remainder of the term set forth in Section 5 hereof exceeds the proceeds of any reletting after the foregoing expenses are paid;

(c) declare this Lease terminated and recover from Lessee all amounts then due and payable plus, as liquidated damages for loss of bargain and not as a penalty, the Present Worth, as of the date of such termination, of the excess, if any, of the total remaining rentals reserved under the Lease from the date of such termination to the expiration date of the then current term of the Lease over the fair rental value of the Cars for such period;

declare this Lease terminated

(d) recover or take possession of any or all of the Cars and hold, possess and enjoy the same, free from any right of the Lessee to use the Cars for any purposes whatsoever.

The remedies provided in this Paragraph 18 in favor of United shall not be deemed exclusive but shall, where not by rule of law inconsistent with each other, be cumulative and may be availed of singly, in combination, or all together and in any order, and shall be in addition to all other remedies, in United's favor existing at law or in equity.

19. *Sublease and Assignment.* The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

(a) Lessee shall have no right to assign or sublease or loan any of the Cars without the prior written consent of United; provided, however, that Lessee shall have the right to assign all of its rights under this Lease to another railroad corporation which succeeds to all or substantially all of the business of Lessee, provided such successor shall expressly assume all of the obligations and liabilities of Lessee hereunder;

(b) all rights of United hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without notice to Lessee. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust or other security instrument covering the Cars heretofore or hereafter created by United. If United shall have given written notice to Lessee stating the identity and post office address of any assignee, entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee.

The making of an assignment or sublease by Lessee or an assignment by United shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

20. *Opinion of Counsel.* Upon the request of United or its assignee at any time or times, Lessee will deliver to United a favorable opinion of counsel for Lessee, addressed to United or its assignee in form and substance satisfactory to counsel for United or its assignee, which opinion shall be to the effect that:

(a) Lessee is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation, and has corporate power to and has taken all corporate action necessary validly to enter into this Lease and carry out its obligations hereunder;

(b) this Lease has been duly executed on behalf of Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Cars which are then subject to the Lease are held by Lessee under and subject to the provisions of this Lease prior to any lien, charge or encumbrance in favor of anyone claiming by, through or under Lessee; and all of the Cars were, upon delivery to Lessee, in condition satisfactory to Lessee and were accepted by Lessee in accordance with the terms of this Lease;

(d) neither Lessee nor its counsel know of any requirement for recording, filing or depositing of this Lease, other than with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, which is necessary to preserve or protect the title of United or its assignee in the United States of America; and

except for an assignment to any supplier of a component of the Cars or the manufacturer of the Cars which cannot be made without Lessee's consent.

(e) no governmental, administrative or judicial authorization, permission, consent or approval is necessary on the part of Lessee in connection with this Lease or any action contemplated on its part hereunder.

21. *Notice.* Any notice required or permitted to be given pursuant to the terms of this Lease shall be properly given when made in writing, deposited in the United States mail, registered or certified, postage prepaid, addressed to:

United at: 2200 East Devon Avenue
Des Plaines, Illinois 60018

Lessee at: 233 North Michigan Avenue
Chicago, Illinois 60601 Attn: Treasurer

or at such other address as either party may from time to time designate by such notice in writing to the other.

22. *Warranty — Representations.* United makes no warranty or representation of any kind, either express or implied, as to any matter whatsoever, including specifically but not exclusively, merchantability, fitness for a particular purpose extending beyond the description in Exhibit A, or the design, workmanship, condition or quality of the Cars or parts thereof which Cars have been accepted by Lessee hereunder; and United shall have no liability hereunder for damages of any kind, including specifically but not exclusively, special, indirect, incidental, or consequential damages on account of any matter which might otherwise constitute a breach of warranty or representation. United agrees to assign to Lessee such rights as it may have under warranties, including those which it may have received from the manufacturer of any Cars or parts therefor, as listed in Exhibit C attached hereto and made a part hereof. Un- shall at Lessee's expense cooperate with Lessee and take such action as may be reasonably requested to enable Lessee to enforce such rights. Lessee represents that all of the matters set forth in Paragraph 20(a) through and including (e) shall be and are true and correct at all times that any Car is subject to this Lease.

23. *Governing Law — Writing.* The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Illinois. The terms of this Lease and the rights and obligations of the parties hereto may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

24. *Counterparts.* This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which may be evidenced by any such signed counterpart.

25. *Severability — Waiver.* If any term or provision of this Lease or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Failure of United to exercise any rights hereunder shall not constitute a waiver of any such right upon the continuation or recurrence of the situation or contingency giving rise to such right.

26. *Terminology.* In construing any language contained in this Lease, no reference shall be made and no significance given to paragraph titles, such titles being used only for convenience of reference. Where the context so permits, the singular shall include the plural and vice versa.

27. *Past Due Payments.* Any nonpayment of rentals due hereunder, whether during the period within which a default may be cured or for a longer period, and whether or not deemed a default or violation of this Lease, shall result in the obligation on the part of the Lessee to

pay also an amount equal to ten per cent per annum (or if such rate may not lawfully be charged, then the highest rate which may lawfully be charged) of such overdue sum for the period of time during which overdue and unpaid.

28. *Definitions.* For all purposes of this Lease the following terms shall have the following meaning:

(a) "Cars" — railroad cars of the type, construction and such other description as is set forth in Exhibit A.

(b) "Interchange Rules" — all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time by the American Association of Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders. or amendments thereto

(c) "Average Date of Delivery" — that date which is determined by (i) multiplying the number of Cars delivered by United on each day by the number of days elapsed between such day and the date of delivery of the first Car hereunder, and (ii) adding all of the products so obtained and dividing that sum by the total number of Cars delivered and (iii) adding such quotient rounded out to the nearest whole number to the date of delivery of the first Car. The date on which delivery of a Car shall be deemed to have been made will be the day following delivery of the Car to the Lessee, as specified in Paragraph 2. A Car shall be conclusively deemed delivered to the Lessee on the earliest date shown on any of the following: (i) Certificate of Inspection and Acceptance or other writing accepting a Car signed by the Lessee; or (ii) a bill of lading showing delivery to Lessee or to a railroad for the account of Lessee.

(d) "Repair Work" — All repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in good condition, working order and repair (wear and tear from ordinary use and the passage of time excepted), in compliance with Interchange Rules in effect from time to time and complete with all devices, appliances appurtenances and parts with which the Cars were initially equipped or which from time to time may be required by Interchange Rules.

(e) "Casualty Cars" — Cars which are lost, stolen, destroyed or damaged beyond economic repair, as determined by Lessee.

(f) "Replacement Cars" — Cars of substantially similar description and specifications to that set forth in Exhibit A which are substituted for Casualty Cars.

(g) "Present Worth" — An amount equal to the excess of the total remaining rentals over the fair rental value all as determined in Paragraph 18(c), discounted at eight percent per annum compounded annually.

29. *Benefit.* Except as otherwise provided herein the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties and (to the extent permitted in Paragraph 19 hereof) their successors and assigns. Without limiting the generality of the foregoing, the indemnities of the Lessee contained in Paragraph 14 hereof shall apply to and inure to the benefit of any assignee of United, and if such assignee is a trustee or secured party under an indenture under which evidence of indebtedness has been issued in connection with the financing of the Cars, then also to the benefit of any holder of such evidence of indebtedness.

30. Recording. Upon request by United, Lessee shall join in the execution of a memorandum or short form of this Lease for use in recordation under Section 20c of the Interstate Commerce Act or such other recordation as United deems appropriate. Said memorandum or short form of lease shall describe the parties, the Cars being leased and the term of this Lease including any options to extend and shall incorporate the Lease by reference.

31. This Lease cancels and supersedes any prior lease between the Parties here concerning the Cars.

IN WITNESS WHEREOF, United and Lessee have duly executed this Lease as of the day and year first above written.

UNITED STATES RAILWAY LEASING COMPANY
an Illinois corporation

By Ralph E. Bell
Vice President

[SEAL]

ATTEST:

Lawrence C. Long
Asst. Secretary

Illinois Central Gulf Railroad

a(n) _____ corporation

By Henry James Bruce
Senior Vice President - Marketing

[SEAL]

ATTEST:

J. B. Goodell
Secretary

EXHIBIT A

Lease dated.....February 4,....., 19.....77, by and between United States Railway Leasing Company, ("United") and.....ILLINOIS CENTRAL GULF RR CO.....("Lessee")

TYPE AND DESCRIPTION OF CAR:

RBL Box Car, 52' 5", 70-ton

NUMBER OF CARS:

Ninety-eight (98)

INTERIOR EQUIPMENT:

Dual Air Pak interior bulkheads

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-corrosive commodities

REPORTING NUMBERS AND MARKS:

LNAC 5000 - 5099, except LNAC 5033 and LNAC 5090

SPECIFICATIONS DESIGNATED BY LESSEE:

None

SPECIAL PROVISIONS:

United and Lessee shall have the option to cancel this Lease
effective ~~on xxxxxx (60) days' written notice~~ at the end of ~~xxxxxxx~~
any twelve (12) month anniversary of the Average Date of Delivery by
giving at least sixty (60) days' written notice
prior to the date of such anniversary.

EXHIBIT B

Lease dated.....February 4,....., 19.....77....., by and between United States Railway Leasing Company ("United") and.....ILLINOIS CENTRAL GULF RR CO......("Lessee")

CERTIFICATE OF INSPECTION AND ACCEPTANCE

_____, 19_____

United States Railway Leasing Company
2200 East Devon Avenue
Des Plaines, Illinois 60018

Gentlemen:

The undersigned, being a duly authorized inspector for Lessee, hereby certifies that he has made an inspection of _____ (_____) Cars bearing numbers as follows:

or has, on behalf of Lessee, elected to forego such inspection all as provided in the Lease, and hereby accepts such Cars for the Lessee pursuant to the Lease; that each of said Cars is plainly marked in stencil on both sides of each Car with the words

**UNITED STATES RAILWAY LEASING COMPANY
OWNER AND LESSOR**

Title to this Car subject to documents recorded
under Section 20c of Interstate Commerce Act

in readily visible letters not less than three-quarters inch (3/4") in height; and that each of said Cars conforms to, and fully complies with the terms of said Lease and is in condition satisfactory to the Lessee.

Lessee

EXHIBIT C

Lease dated....., 19....., by and between United States Railway
Leasing Company, ("United") and.....ILLINOIS CENTRAL GULF RR CO.....("Lessee")

WARRANTIES: NONE

STATE OF ILLINOIS }
COUNTY OF COOK } ss

On this 11 day of Feb, 1977, before me personally appeared Ralph Bell to me personally known, who being by me duly sworn says that he is Vice President of the United States Railway Leasing Company, and Lawrence Hays to me personally known to be the asst Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert Shum
Notary Public

STATE OF
COUNTY OF } ss

On this 11 day of February, 1977, before me personally appeared HARRY James BRUCE to me personally known, who being by me duly sworn, says that he is SP. VICE President of ILLINOIS CENTRAL GULF RAILROAD and JOHN B. GOODRICH to me personally known to be the Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John W. Faltus
Notary Public

ADDENDUM

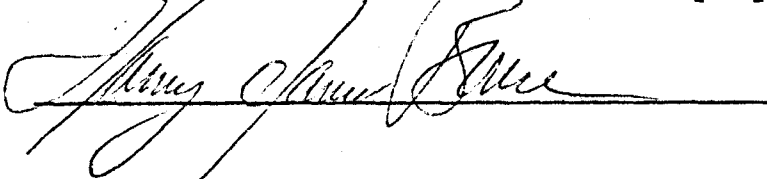
Addendum to Lease Agreement Dated February 4, 1977
Between United States Railway Leasing Company
("United") and Illinois Central Gulf Railroad
Company ("Lessee")

The following provision shall be included in the
aforesaid Lease Agreement.

United, for itself and the Trustee agrees that
Lessee shall have the right to possess and use the
equipment covered by the aforesaid lease and that
such right will not be revoked, provided Lessee
is not in default pursuant to the terms thereof.
It is understood that the agreement has been revised
in Sections 6, 9, 10, 11, 12, 13, 14, 16, 17, 18(d),
19(b), 22, 28(b)(g), and 31.

Date: February 10, 1977

Illinois Central Gulf Railroad Company



United States Railway Leasing Company

